

State of Hawaii  
Department of Education  
Procurement and Contracts Branch  
94-275 Mokuola Street, #200  
Waipahu, HI 96797  
T: (808) 675-0130 F: (808) 675-0133

### **Registration Form For Online Solicitations**

- The Procurement and Contracts Branch (PCB) is not notified when a particular solicitation is viewed or downloaded. Therefore, Offerors interested in responding to this solicitation must first register their participation by completing and submitting this Registration Form.
- The completed Registration Form must be e-mailed or faxed to the PCB Solicitation Contact Person listed below as soon as possible after downloading this solicitation, but in any case, prior to the deadline for offers.
- Only Offerors who are registered will be forwarded addenda and/or other notices related to this solicitation when issued, if any. Failure to register may result in the Offeror not receiving addenda and/or other solicitation related notices, and such offers may therefore be rejected, and not considered for award.
- Failure of the Offeror to receive any such addenda shall not relieve the Offeror of any obligation under this solicitation. It remains the responsibility of the Offeror to complete and submit its offer in accordance with the instructions contained in this solicitation, as well as subsequent interpretations and addenda, if any.

#### **Solicitation Information:**

Number:	IFB D13-014
Title:	To Provide Night Security Services at Hawaii School for the Deaf and the Blind
Deadline:	2:00 p.m. Hawaii Standard Time, <b>July 31, 2012</b>
Contact Person:	Marisa Yamamoto
Contact's e-mail Address:	Marisa_Yamamoto@notes.k12.hi.us

#### **Offeror Information:**

Name of Company Registering:	
Mailing Address:	
Name of Contact Person:	
Contact's e-mail Address:	
Contact's Telephone/ Facsimile No.:	

DEPARTMENT OF EDUCATION  
PROCUREMENT & CONTRACTS BRANCH

July 20, 2012

INVITATION FOR BIDS

No. IFB D13-014

SEALED BIDS

TO PROVIDE

NIGHT SECURITY SERVICES AT

HAWAII SCHOOL FOR THE DEAF AND THE BLIND

will be received up to and opened at 2:00 p.m. (HST)

on

July 31, 2012

in the Department of Education, Procurement and Contracts Branch, Waipahu Civic Center,  
94-275 Mokuola Street, Room 200, Waipahu, Hawaii 96797.

Questions relating to this bid solicitation may be directed to Ms. Marisa Yamamoto at telephone  
(808) 675-0130, via facsimile (808) 675-0133, or via email at  
Marisa\_Yamamoto@notes.k12.hi.us.

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Name of Company

**NIGHT SECURITY SERVICES  
AT HAWAII SCHOOL FOR THE DEAF AND THE BLIND  
IFB D13-014**

Chief Procurement Officer  
State of Hawaii, Department of Education  
Honolulu, Hawaii 96813

To Whom It May Concern:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications, Special Conditions, and General Conditions, Form AG2-GC(12/04), attached hereto and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned represents: **(Check ☒ one only)**

- ☐ A **Hawaii business** incorporated or organized under the laws of the State of Hawaii; **OR**
- ☐ A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii.
- State of incorporation: \_\_\_\_\_

Offeror is:

☐ Sole Proprietor    ☐ Partnership    ☐ Corporation    ☐ Joint Venture    ☐ Other \_\_\_\_\_

Federal I.D. No.: \_\_\_\_\_ Hawaii General Excise Tax License I.D. No.: \_\_\_\_\_

Payment address (other than street address be: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Business address (street address): \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Date: \_\_\_\_\_

Respectfully submitted:

Telephone No.: \_\_\_\_\_

\_\_\_\_\_  
Authorized (Original) Signature

Fax No.: \_\_\_\_\_

\_\_\_\_\_  
Name and Title (Type or Print)

E-mail Address: \_\_\_\_\_

\* \_\_\_\_\_  
**Exact Legal Name of Company (Offeror)**

\*If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed: \_\_\_\_\_

OFFER  
IFB D13-014

The following bid is hereby submitted:

Item	Description	Estimated Quantity	Unit Bid Price	TOTAL SUM BID PRICE
1	Security Services: Daily Coverage	2160 hours	\$	\$

Percentage of Unit Bid represents labor cost: \_\_\_\_\_ %  
(Estimated Total Labor of the Total Sum Bid)

Offeror shall also provide the following information:

**Insurance Coverage:**                      Carrier                      Policy No.                      Agent

Commercial General Liability: \_\_\_\_\_

Workers' Compensation: \_\_\_\_\_

Temporary Disability Insurance: \_\_\_\_\_

Prepaid Health Care: \_\_\_\_\_

Unemployment Insurance: State of Hawaii, Dept. of Labor No.: \_\_\_\_\_

Offeror shall provide at least three references to which similar services have been provided. The DOE reserves the right to contact the references to inquire about Offeror's service and responsibility:

1. Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Contact Person: \_\_\_\_\_

2. Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Contact Person: \_\_\_\_\_

3. Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Contact Person: \_\_\_\_\_

OFFER  
IFB D13-014

In addition to meeting the legal and other requirements of this IFB, Offeror shall meet these Offeror qualification requirements to be considered for award (Reference Special Conditions, "Offeror Qualifications"):

1. At the time of bid submittal, Offeror must have a valid security guard service license registered with the Hawaii State Department of Commerce and Consumer Affairs (DCCA). Offeror must submit a copy of this license with the bid.  
  
License Number: \_\_\_\_\_
2. At the time of bid submittal, Offeror must have been in the security guard business for a minimum of two (2) consecutive years. Offeror must submit evidence of compliance under this requirement.
3. At the time of bid submittal, Offeror shall have a permanent office from where he conducts business and where he will be accessible to telephone calls for complaints or requests that need immediate attention. An answering service is not acceptable. Offeror shall also have representative(s) residing in the State of Hawaii who can be contacted on all matters associated with this contract.

Offeror shall provide the following information regarding its Hawaii-based operation:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Contact Person: \_\_\_\_\_

## WAGE CERTIFICATE

Subject: IFB D13-014

Description of Project: Provide Night Security Services at the Hawaii School for the Deaf and the Blind

Pursuant to §103-55, HRS, I hereby certify that, if awarded a contract in excess of \$25,000.00, the services to be performed will be performed in accordance with the following conditions:

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than wages paid to the public officers and employees for similar work, if similar positions are listed in the classification plan of the public sector.
2. All applicable laws of the Federal and State governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

CONTRACTOR shall be obliged to notify its employees performing work under this contract of the provisions of §103-55, HRS, and the current wage rate for public employees performing similar work. The CONTRACTOR may meet this obligation by posting a notice to this effect in the CONTRACTOR's place of business accessible to all employees, or the CONTRACTOR may include such notice with each paycheck or pay envelope furnished to the employee

I understand that, in addition to the base wages required by §103-55, HRS, all payments required by Federal and State laws that employers must make for the benefit of their employees shall be paid.

Offeror: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

OFFER  
IFB D13-014

OF-4

Offeror: \_\_\_\_\_

## **SPECIFICATIONS**

### **I. Contractor's Responsibilities**

Work included in this agreement shall consist of the provision of security services at the Hawaii School for the Deaf and the Blind(hereinafter referred to as "HSDB"), 3440 Leahi Street Honolulu, HI 96815 Services shall be provided Sunday evenings through Friday mornings from 6:00 p.m. to 6:00 a.m., except on State holidays, weekends, or other scheduled closures, intercessions and school breaks.

- A. The Contractor shall furnish all management, personnel, vehicles, equipment and supplies necessary to provide the services specified herein. The Contractor shall be responsible for the prevention of and protection against fire, theft, vandalism, burglaries, unauthorized entries to the school property and other irregularities including inappropriate student behavior, physical & sexual assaults.
- B. The Contractor shall, at all times, employ suitable security officers (hereafter SO) to perform the work under this contract. Failure to do so may result in suspension of work until suitable personnel are furnished.
- C. The Contractor shall provide proper supervision to ensure that all work under this contract is performed in accordance with contract requirements. Contractor shall also provide assistance and advice to school administrators on any security matters related to this contract.

### **II. Work Schedule**

The Contractor shall operate the hours between 6:00 p.m. – 6:00 am. Sunday evening through Friday, morning except State holidays, weekends other scheduled closures, intercessions and school breaks. A schedule will be provided to the Awardee upon contract execution and notifications issued upon any changes in dates and times.

### **Background check**

The Contractor shall provide written confirmation, to the CA, that all SOs assigned to this contract shall have the following background check clearances prior to providing services:

- Federal and State criminal history record checks (CHRC). Background check documents shall be current and dated within thirty (30) days of submission to the CA. Documentation showing a clear Federal and State CHRC shall be submitted prior to the SO's assignment.
- SOs shall have no documented physical, emotional or mental disorders.
- SOs shall have no criminal convictions.
- Traffic abstracts (no driving under the influence of alcohol or drugs or careless driving conviction)

The Contractor, at no cost to the DOE, shall complete the background check as described above and provide evidence of clearances. The DOE reserves the right to request for additional background clearances if it deems necessary. If, for any reason the CA determines that the SO is not suitable for placement into this position, the Contractor shall then provide an alternate qualified employee. This requirement shall be enforced throughout the duration of the contract when personnel changes occur.

### **III. Security Officer's Responsibilities**

SOs shall be alert and capable of exercising good judgment, possess an even temperament, be tactful,

be able to communicate effectively, be able to write simple reports, and be able to read and follow instructions. SOs shall be in good health and shall be physically able to perform the job requirements that include prolonged standing. SOs must refrain from visiting and socializing while on duty.

The relationship between the SOs and the public must be one of persuasion, tact, and diplomacy rather than one characterized as autocratic, condescending or overbearing. SOs shall exercise caution in dealing with the students and public.

SOs assigned to this contract must be capable of exercising good judgment and possess an even temperament. SOs must be able to communicate effectively, read and follow simple instructions, and write simple reports. SOs must be in good health and must be physically able to perform the job requirements that include prolonged walking, staying awake, and being alert during patrol hours.

The duties of the SOs shall include the prevention of and protection against fire, theft, vandalism, burglaries, unauthorized entries to the school property and other irregularities including inappropriate student behavior, physical & sexual assaults.

SOs shall respond to emergencies within the dorms or school upon proper notification. SOs shall respond to activations of the school's alarm. SOs shall call the CA after any alarm activation, emergency situation, or disputes between dorm parents and SOs. In times of emergency, SOs shall work directly with the house parents and emergency responders when they arrive on campus. In addition, SOs shall so testify in court proceedings, as necessary.

SOs shall maintain confidentiality of any documents viewed during performance of duties.

SOs shall be properly dressed in uniform while on duty and shall be unarmed.

On a nightly basis, SOs shall patrol the school on foot and perform the following tasks:

1. SOs shall conduct security checks of all buildings, parking lots, roadways, accessible classroom doors, dormitory rooms, bathrooms, closets, grounds, entrance gates, perimeter fencing, and building gates.
2. SOs shall confront any trespassers observed on campus and ascertain ID if possible. SOs shall direct unauthorized persons to leave the premises and/or call the Honolulu Police Department.
3. SOs shall conduct hourly checks of the Male/Female dorms (ground and second floors).
4. SOs shall escort female staff members to their vehicles when they are leaving the site during late night shift changes.
5. SOs shall control vehicle ingress/egress during the tour of duty and ascertain the identity of the vehicle operator. SOs shall assure that vehicle entry/exit gate is secured.
6. SOs shall respond to any requests for assistance by head dorm parent or on duty staff member, assess the situation and advise on appropriate response to the situation.
7. SOs shall call 911 for any type of emergency assistance and notify site supervisor immediately.
8. SOs shall complete and file a nightly patrol report located in the post folder kept in the day room of the Male dorm on the second floor.
9. SOs shall report and document any incidents as well as hourly security checks. All patrol and incident reports must be completed and turned in prior to end off shift.
10. SOs shall contact and advise the POC of any major incidents or concerns regarding post assignment.

#### **IV. Reports**

The Contractor, via the SO, shall prepare and submit the following reports:

1. Time Sheet. The Contractor's dispatcher shall maintain a running log of the exact "time in/time out" for every night of coverage under this contract.

2. Daily Patrol Report shall be completed at the end of each shift and e-mailed or faxed submitted to the POC by 12:00 noon of the same calendar day of tour end. This report shall document any problems or incidents encountered during the night. In this report, SOs shall log all areas patrolled including time of areas patrolled. The report form will be given to the Contractor after award of the contract. Information in this report shall include but not be limited to:
  - license numbers and descriptions of vehicles parked at the school,
  - descriptions of unknown or suspicious persons,
  - lists of classrooms and buildings whose doors/gates were unlocked/unsecured,
  - status of entrance gates,
  - name of individuals using school facilities, and
  - any details of major incidents that may occur during the shift.
3. Touch Tag Reports. The DOE may implement a "Touch Tag" system (also known as an electronic SO tracking device). If a "touch tag" system is installed, a daily computer-generated report shall be faxed or e-mailed to each designated individual at each respective school by 12:00 noon of the same calendar day of tour end.

All logs and reports shall be prepared in the format as provided by the CA. The form will include information about the SO's shift. All reports shall be submitted in a timely manner to the POC. Proof of submission for all reports shall be maintained and upon request, these records shall be made available to the CA.

4. Weekly In-person Security Evaluations. One SO (or appointed representative) shall meet with the POC once a week to update and debrief the POC regarding the happenings of the previous week. The SO's update and debrief shall provide assessment from any other SOs that worked during the previous week. The meeting shall be no longer than 30 minutes per week. The SO shall also make any suggestions based off of the previous week's evaluation.

## **V. Equipment**

The Contractor shall provide a cellular phone with texting capabilities to the assigned SO with the cellular number consistent throughout this contract. The cellular number shall be furnished to the CA prior to the execution of this contract. Contractor shall ensure that all equipment used in the performance of services specified under this contract are properly maintained and in good working condition.

## **VI. DOE's Responsibility**

The CA shall have the right to monitor the Contractor's performance at all times and shall be furnished with every reasonable proof, documented or otherwise, that work is being performed in accordance with the intentions and requirements of the contract specifications.

The CA may, in writing, require the Contractor to remove any employee he deems incompetent, careless, or otherwise objectionable, and any Contractor's employee so removed shall not be reassigned to this contract.

If the CA determines that any part of the services rendered by the Contractor is unsatisfactory, he shall notify the Contractor who shall promptly remedy the problem(s). The CA shall have the authority to enforce orders, including, but not limited to, the following situations when an SO:

- Does not perform his/her work in a proper and the manner provided in this contract
- Reports to work under the influence of alcohol or drugs
- Is overbearing and inappropriate in dealing with the building occupants and visitors
- Is disorderly or insubordinate
- Sleeps while on duty

- Fails to be in the proper location as assigned
- Is out of uniform

Said conduct shall constitute a material breach of the terms and conditions of this contract. The CA may pursue any appropriate remedy including but not limited to requiring that the person guilty of such conduct be terminated under this contract and/or to deduct from payments due the Contractor as specified herein.

## **SPECIAL CONDITIONS**

### **GENERAL INFORMATION**

#### **1. Addenda and Interpretations**

Discrepancies, omissions, or questions related to this solicitation shall be communicated in writing to the DOE via facsimile at (808) 675-0133 or e-mail to Marisa\_Yamamoto@notes.k12.hi.us for interpretation and must be received no later than seven (7) calendar days prior to the date fixed for bid opening.

Interpretation(s) if any and any supplemental instructions will be in the form of written addenda that will be made available to all prospective and pre-registered Offerors prior to the date fixed for the opening of bids. Failure of any Offeror to receive any such addenda or interpretations shall not relieve the Offeror of any obligation under this solicitation. All addenda issued shall be incorporated into the resulting contract.

#### **2. Scope**

Work under this agreement shall consist of the provision of Night Security services for the Department of Education at the Hawaii School for the Deaf and the Blind shall be in accordance with these Special Conditions, the Specifications, and the General Conditions.

#### **3. Contract Administrator**

For purposes of this contract, Ms. Christina Alfred, Acting Principal of Hawaii School for the Deaf and the Blind, or her successor is designated Contract Administrator. She can be contacted by telephone at (808) 733-4999 or via email at Christina\_Alfred@notes.k12.hi.us.

The CA is responsible for:

- the terms, conditions, quantities, specifications, scope of services, other contract terms, and all decisions relating to the contract;
- monitoring the CONTRACTOR's work, documenting that CONTRACTOR maintains the required insurance coverage, resolving contract disputes and discrepancies, evaluating the work of the CONTRACTOR, assuring the services are performed as required in the contract, and processing payment for services rendered; and
- notifying the Procurement and Contracts Branch in the event of change in scope of work, change in the performance period, increase or decrease in total compensation, and/or changes in any other contract terms.

Notwithstanding the responsibilities set forth hereinabove, any coordination of services falling outside those articulated above shall remain with the head of the purchasing agency, as set forth in the attached General Conditions (see General Conditions, paragraph 1, entitled "Coordination of Services by the STATE").

The CA has designated Tom Graham (hereafter referred to as "POC") for this contract. He can be contacted by telephone at (808) 733-4999 and via facsimile at (808)733-4824, or via e-mail at Tom\_Graham@notes.k12.hi.us.

#### **4. Contract Period**

This contract is anticipated to commence in August/September 2012 and shall end on May 24, 2013, subject to availability of funds as specified in the General Conditions.

Beyond May 24, 2013, this contract may be extended for not more than two (2) additional one-year periods upon mutual written agreement of the parties, prior to expiration. As each option(s) to extend is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract for each additional period. The contract price for the extended period shall remain the same or lower than the

initial contract price, subject to any price adjustment allowed by the contract.

## **OFFEROR INFORMATION**

### **5. Offeror's Authority to Bid**

The DOE will not participate in determinations regarding an Offeror's authority to perform a service. If there are any questions or doubts regarding an Offeror's right or ability to obtain and sell a service, the Offeror should resolve those issues prior to submitting a bid. If the Offeror's offer meets specifications and is acceptable and the bid price submitted is the lowest bid, the contract will be awarded to that Offeror.

### **6. Offeror Qualification**

#### License/Permit

At the time of bidding and throughout the contract period, Offeror must have a valid security guard service license registered with the Hawaii State Department of Commerce and Consumer Affairs (DCCA). Offeror must submit a copy of this license with the bid.

Offeror shall provide all necessary documentation (e.g., copy of license) to substantiate compliance with this requirement.

#### Office Location

Offeror shall have an office on the island of Oahu from where business is conducted and from where the company is accessible to telephone calls for complaints or requests that need immediate attention. An answering service is not acceptable.

Offeror shall be capable of providing security services at the Hawaii School for the Deaf and the Blind for the DOE. Therefore, at the time of bidding and during the contract period, Offeror shall maintain a Hawaii-based facility and business capability of its own or through a third party.

#### Personnel

Offeror shall designate at least one (1) employee as the DOE point of contact (POC) for this contract. This individual shall be based in Hawaii and available during regular business hours, Monday – Friday excluding holidays, and shall be capable of answering questions, resolving problems, and providing sales, ordering, and follow-up assistance.

Offeror shall also provide a contact that can be reached by the DOE, during the hours that a SO shall be on duty at the school.

Failure on the bidder's part to meet these requirements may result in rejection of bid. These requirements must remain in effect during the entire contract period. Failure to maintain these requirements may result in cancellation of award.

### **7. References**

Offeror shall provide the names of at least three (3) references with whom Offeror has done business in the past and who can attest to the quality level and reliability of all aspects of Offeror's work and service. The DOE reserves the right to contact these references to verify Offeror's quality level and reliability.

### **8. Site Inspection**

Prior to submittal of a bid, Offeror may inspect the project site to become thoroughly familiar with existing conditions, rules and regulations, and the extent and nature of work to be performed.

Offeror inspection is not mandatory; however, bid submission shall be evidence that the Offeror understands the scope of the project and shall comply with all requirements stated herein, if awarded the contract. Offeror must contact the CA to arrange for an inspection visit. No additional compensation, subsequent to bid opening, shall be allowed by reason of any misunderstanding or error regarding site conditions or work to be performed.

## **9. Responsibility of Offerors**

Offeror is advised that if awarded a contract under this solicitation, Offeror must furnish proof of compliance with the requirements of §103D-310(c), HRS as a pre-requisite to receiving a contract:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

Offeror should refer to the "Contract Execution" provision for further information regarding the above-mentioned requirements.

## **BID PREPARATION**

**10. Offer Page OF-1.** Offeror is requested to submit the bid under the company's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable, and to indicate exact legal name in the appropriate space on Offer Page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the Offer Page OF-1 shall be an original signature in ink. If unsigned or if the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

**11. Taxable Transaction.** Unless the HRS exempts a person from paying the applicable general excise tax, work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS and Chapter 238, HRS, where applicable. Both out-of-state and Hawaii-based companies are advised that the gross receipts derived from this contract are subject to the general excise tax imposed by Chapter 237, HRS, at the current rate and, where applicable, to tangible property imported into the State of Hawaii for resale, subject to the applicable use tax imposed by Chapter 238, HRS.

State of Hawaii information on Hawaii State Taxes administered by the Department of Taxation is available online at <http://www.state.hi.us/tax/pubs/09pub1.pdf>

**12. Tax Exempt Transaction.** If, however, an Offeror is a person exempt by the HRS from paying the general excise tax and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

For evaluation purposes, pursuant to §103D-1008, HRS, a tax-exempt bid submitted in response to a solicitation shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment

**13. Bid Price.** Bid Price shall include labor, equipment, materials, transportation, overhead, profit, all applicable taxes and any other incidental and operational expenses incurred in the performance of all

obligations hereunder. Bid price shall be the all-inclusive cost to the DOE and no other charges will be honored. In case of error in extension of bid price, unit bid price shall govern.

**14. Offeror Information.** Offeror shall provide information regarding its office location and DOE's point-of-contact on Offer Page OF-3.

**15. License/Permit.** License/permit number shall be provided on Offer Page OF-3. Offeror shall also submit a copy of the license/permit with the bid.

**16. Labor Costs.** Offeror must indicate on Offer Page OF-2 the percentage of its bid price that represents labor costs. This information will be used in calculating price adjustments, if applicable.

**17. References.** Offeror shall list on Offer Page OF-2 at least three (3) companies or government agencies to whom Offeror was or is providing security services and who can attest to the reliability of Offeror's services and personnel. The DOE reserves the right to contact the references listed to inquire about Offeror's past and/or current performance.

**18. Wage Certificate.** Offeror shall complete and submit a *Wage Certificate* by which the Offeror certifies that services required will be performed pursuant to §103-55, HRS. Bidder shall refer to the *Wage Certificate* clause for additional information regarding this requirement.

Accordingly, bidder should consider the public sector wage rates and/or benefits when preparing this bid.

**19. Liability Insurance.** Work included under this agreement requires the provision of liability and property damage insurance, to remain in full force and effect during the life of this contract. Offeror shall refer to *Liability Insurance* clause for additional information regarding this requirement.

Accordingly, Offeror should consider these insurance requirements when preparing this bid. Offeror shall provide insurance information as requested on Offer Page OF-2.

**20. Offer Guaranty.** An offer guaranty (bid bond) is not required for this IFB.

## **BID SUBMITTAL**

### **21. Submission of Bid**

**Bids shall be submitted in a sealed envelope identified with the IFB number, and the name and address of the Offeror.**

Bids shall be received at the DOE, Procurement and Contracts Branch, 94-275 Mokuola Street, Room 200, Waipahu, Hawaii 96797, no later than the date and time stated on the cover page of the IFB. Timely receipt of offers shall be evidenced by the date and time registered by PCB's time stamp clock. Bids received after the deadline shall be returned unopened.

Submission of a bid shall constitute an incontrovertible representation by the Offeror of compliance with every requirement of this IFB, and that the IFB documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the work.

Before submitting a proposal, each Offeror must:

1. examine the solicitation documents thoroughly for defects and questionable or objectionable material. Solicitation documents include this IFB, any attachments, plans referred to herein, and any other relevant documentation. Comments must be submitted in writing and received by the DOE, PCB no later than seven (7) calendar days prior to the date fixed for bid opening. This will

allow for issuance of addenda, if necessary, and also prevents against the opening of defective offers.

2. become familiar with State, local, and federal laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work.

Offeror shall submit offer using the exact forms or reproductions of such forms as provided and as otherwise instructed by this IFB. Faxed or electronically submitted offers will not be accepted or acknowledged and will be automatically rejected.

The specifications, Special Conditions, General Conditions and other documents referenced in or attached to the offer shall be considered a part of the offer submitted, whether or not attached to the offer at the time of submission. Such documents shall not be altered in any way; any alterations so made by the Offeror may result in rejection of the offer.

An offer that contains any omission, erasure, addition not called for, conditional offer or irregularity of any kind may be rejected. Corrections, if necessary, shall be made by lining out the materials to be corrected and by inserting the correction as close to the line-out as possible. Every such correction must be initialed by the person who signed the offer.

Offeror shall submit his signed offer in a sealed envelope. The envelope shall be clearly identified with the company's name and address on the upper left corner and the IFB number and due date on the lower left corner.

Bids will be received only until the hour and date set for the opening. Whether or not offers are opened exactly at the established deadline, none will be received after that time. Unless otherwise stated, Offeror shall submit only one (1) offer. If more than one offer is submitted, all offers shall be rejected for that item.

## **22. Confidential Information**

If an Offeror believes that any portion of his proposal contains information that should be withheld as confidential, then the Procurement & Contracts Branch should be so advised in writing.

Offeror shall request in writing nondisclosure of designated trade secrets or other proprietary data to be confidential. Such data shall accompany the bid, be clearly marked, and shall be readily separable from the bid in order to facilitate eventual public inspection of the non-confidential portion of the bid.

Pursuant to Section 3-122-58, Hawaii Administrative Rules (HAR), the head of the purchasing agency or designee shall consult with the Attorney General and make a written determination in accordance with Chapter 92F, Hawaii Revised Statutes (HRS). If the request for confidentiality is denied, such information shall be disclosed as public information, unless the person appeals the denial to the Office of Information Practices in accordance with Section 92F-42(12), HRS.

## **23. Certification of Independent Cost Determination**

By submitting a bid in response to this solicitation, Offeror certifies as follows:

- a. The costs in this IFB have been arrived at independently, without consultation, communication, or agreement with any other Offeror, as to any matter relating to such costs for the purpose of restricting competition.
- b. Unless otherwise required by law, the costs which have been quoted in this IFB have not been knowingly disclosed by the Offeror prior to award, directly or indirectly, to any other Offeror or competitor prior to the award of the contract.

- c. No other attempt has been made or will be made by the Offeror to indicate any other person or firm to submit or not to submit for the purpose of restricting competition.

#### **24. Acceptance of Bid**

Acceptance of bid, if any, will be made within sixty (60) calendar days after the opening of bids and the prices quoted by the Offeror shall remain firm for the sixty (60) day period.

### **BID EVALUATION**

#### **25. Disqualification of Offers**

Any one or more of the following causes will be considered as sufficient for disqualification of the offer:

- a. Offer not signed by an authorized individual.
- b. More than one offer from an individual, firm, corporation or joint venture under the same or different names.
- c. Evidence of collusion among Offerors or prices obviously unbalanced, lack of responsibility and cooperation as shown by past work, being in arrears on existing contracts with the State of Hawaii, or defaulting on previous contract(s).
- d. Lack of proper equipment and/or sufficient experience to perform the work contemplated.
- e. Offer received after specified deadline for opening of offers.
- f. Evidence of any noncompliance with any applicable law, any unauthorized additions or deletions, submission of conditional offer, incomplete offer, or irregularities of any kind which may make the offer incomplete, indefinite, or ambiguous as to its meaning.

#### **26. Method of Award**

Award(s), if made, shall be made to the responsive and responsible Offeror(s) submitting the lowest **Total Sum Bid**. However, if the Total Sum Bid of the qualified low offer exceeds allotted funds, the State shall have the option to shorten the contract period or scale back units/hours to allow award to be made within the allotted funds.

#### **27. Protest**

Pursuant to §103D-701, HRS and §126, HAR, "Legal and Contractual Remedies", an actual or prospective offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Any protest shall be submitted in writing to the DOE's Chief Procurement Officer, c/o the Procurement Office at the above address.

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

The notice of award letter(s), if any, resulting from this solicitation shall be posted in the DOE Procurement and Contracts Branch at the Waipahu Civic Center, 94-275 Mokuola Street, Room 200, Waipahu, Hawaii 96797.

## **CONTRACT EXECUTION**

### **28. Contract Award**

Contractors receiving award(s) of \$25,000 or more shall be required to enter into a formal written contract. A performance bond is not required for this IFB. Upon execution of contract, the DOE will issue a fully executed copy to the CONTRACTOR. No work will be undertaken by the CONTRACTOR prior to the commencement date specified on the contract. The DOE is not liable for any work, contract costs, expenses, loss of profits, or any damages whatsoever incurred by the CONTRACTOR prior to official starting date.

### **29. Responsibility of Contractor**

CONTRACTOR shall furnish proof of compliance with these requirements of §3-122-112, HAR:

- Chapter 237, tax clearance;
- Chapter 383, unemployment insurance;
- Chapter 386, workers' compensation;
- Chapter 392, temporary disability insurance;
- Chapter 393, prepaid health care; and
- One of the following:
  1. Be registered and incorporated or organized under the laws of the State of Hawaii (hereinafter referred to as a "Hawaii business"); or
  2. Be registered to do business in the State of Hawaii (hereinafter referred to as a "compliant non-Hawaii business").

The Contractor may demonstrate compliance by submitting an original consolidated CERTIFICATE OF VENDOR COMPLIANCE as issued by the State Procurement Office via the online system, "Hawaii Compliance Express." Detailed information about the system and regarding this online application process can be viewed at: <http://vendors.ehawaii.gov>

### **30. Hawaii Compliance Express**

A *Certificate of Vendor Compliance* through the Hawaii Compliance Express (HCE). This service allows Contractors to register online through a simple wizard interface at <http://vendors.ehawaii.gov/hce/splash/welcome.html>. The *Certificate of Vendor Compliance* provides current compliance status as of the issuance date, satisfies requirements of Chapter 103D-310(c), HRS, and is therefore acceptable for contracting purposes. Contractors that elect to use HCE services are required to pay an annual fee of (at least) fifteen dollars (\$12.00) to the Hawaii Information Consortium, LLC (HIC).

### **31. Timely Submission of All Certificates**

The above certificates should be applied for and submitted to the DOE, PCB as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

### **32. Failure to Execute Contract**

Normally, award shall be made within 60 calendar days after bid opening but in no case will award be made until all necessary investigations are made. After award is made, failure on the Contractor's part to execute a contract as required within ten (10) calendar days (or such further time as the Superintendent may allow) after the bidder has received the contract for execution shall be just cause for the annulment of the award. The Superintendent reserves the right to cancel or reject this solicitation or all offers in

whole or in part when it is in the best interest of the DOE or to award the contract to the next lowest bidder or may publish another call for tenders, if the lowest bid is non-responsive to the DOE's needs.

### **33. Commencement of Work**

Work is anticipated to commence in August/September 2012. .

No work will be undertaken by the CONTRACTOR prior to the official commencement date. The DOE is not liable for any work, contract, costs, expenses, loss of profits, or any damage whatsoever incurred by the CONTRACTOR prior to execution of the contract.

### **34. Availability of Funds**

This contract is subject to the availability of funds. Pursuant to Section 103D-309, HRS, except in certain instances, no contract entered into between the STATE and the CONTRACTOR shall be binding or of any force unless the Superintendent certifies that there is an available unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the contract.

If the contract calls for performance or payment in more than one fiscal year (July 1 to June 30), the Superintendent may certify only that portion of the total funds allocated to satisfy the STATE's obligations for payments in the current fiscal year. In that event, the STATE will not be liable for the unpaid balance beyond the end of the current fiscal year, and availability of funds in excess of the amount certified shall be contingent upon future appropriations or special fund revenues. All partially-funded contracts shall be enforceable only to the extent that funds are certified as available. The STATE agrees to notify the CONTRACTOR of such non-allocation at the earliest possible time. The STATE shall not be penalized in the event this provision is exercised. This provision is not meant to permit the STATE to terminate the contract in order to acquire similar equipment from a third party.

### **35. Wage Certificate**

Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. CONTRACTOR is advised that in the event of an increase in wage rates to public employees performing similar work during the contract period, employees shall be paid wages no less than those increased wages.

CONTRACTOR is obliged to notify its employees performing work under this contract of the provisions of Section 103-55, HRS, and of the current wage rate for public employees performing similar work. CONTRACTOR may meet this obligation by posting a notice to this effect in the CONTRACTOR's place of business in an area accessible to all employees, or CONTRACTOR may include such notice with each paycheck or pay envelope furnished to the employee.

To assist the CONTRACTOR in determining whether the work his employees are to perform under this contract is similar to that performed by public employees, attached are class specifications for public employee positions that perform vector control duties. Effective July 01, 2008 the basic hourly wages paid to the State positions are as follows:

<u>Class</u>	<u>Hourly Rate</u>
Security Officer I (SR-13))	\$15.01

The DOE reserves the right to inspect the CONTRACTOR's wage records to ensure compliance with Section 103-55, HRS.

### 36. Liability Insurance

The CONTRACTOR shall maintain in full force and effect, during the life of this contract, liability and property damage insurance. This insurance shall protect the CONTRACTOR and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself or by a subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the CONTRACTOR providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, CONTRACTOR may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy(ies) are in addition to the CONTRACTOR's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the CONTRACTOR, including its subcontractor(s) where appropriate:

- Commercial General Liability: The CONTRACTOR shall maintain commercial general liability insurance covering all operations by or on behalf of the CONTRACTOR on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance shall have these minimum limits and coverage:
  - \$1,000,000 each occurrence;
  - \$2,000,000 general aggregate
- Comprehensive Automobile Liability
  - Bodily Injury: \$1,000,000 per occurrence
  - Property Damage: \$1,000,000 per occurrence
- Workers' Compensation: The CONTRACTOR shall maintain workers' compensation and employer's liability insurance that comply with statutory limits.

Each insurance policy required by this contract, including a subcontractor's policy, shall contain the following clause:

- 1) "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."
- 2) "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements. Each insurance policy shall be written by 1) an insurance company licensed to do business in the State of Hawaii, or 2) if not licensed by the State of Hawaii, an insurance company which meets §431:8-301, Hawaii Revised Statutes.

Upon CONTRACTOR's execution of the contract, the CONTRACTOR agrees to deposit with the DOE certificate(s) of insurance necessary to satisfy the DOE that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the DOE during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the DOE, CONTRACTOR shall be responsible for furnishing a copy of the policy(ies).

Failure of the CONTRACTOR to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the DOE to exercise any or all of the remedies provided herein.

The procuring of such required insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy(ies) of insurance, CONTRACTOR shall be obliged for the full and total amount of any damage, injury, or loss caused by the CONTRACTOR, its employees, officers, or agents, in connection with this contract.

CONTRACTOR shall notify the DOE via written notice within twenty-four (24) hours should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

### **CONTRACT PRICE ADJUSTMENTS**

**All requests for contract price adjustments shall be in writing and shall be addressed and submitted to the Contract Administrator in accordance with the following conditions:**

#### **37. Adjustment Pursuant to Section 103-55, HRS – Wage Rates**

At the release of this IFB, only the current wage of public employees performing similar work is known. Should their wage increase during any period of the contract, including supplements, the CONTRACTOR may request for increase in contract price. The increase requested must result in wage increases to the CONTRACTOR's employees performing the work herein, including any increase in costs for benefits required by law that are automatically increased as a result of increased wages, such as federal old age benefit, workers compensation, temporary disability insurance, unemployment insurance, and prepaid public health insurance.

CONTRACTOR's request for increase must meet the following criteria:

1. The unit prices of the contract may be adjusted, provided the wages paid to a **Security Officer I, SR-13**, is adjusted due to contract negotiations for state workers during the contract period previous to the extension.
  2. Note that if a price adjustment is not requested by the CONTRACTOR for any extended contract period, it cannot be requested during a future extension period. For example, if a price adjustment is requested during the second contract extension period but not during the first contract extension period, the price adjustment, if approved, will include an adjustment for the second extension period only, not both the first and second extension period - it is **not retroactive**.
  3. The increase shall be reflected in either a contract modification or in the supplemental agreement issued for any extended period of the initial contract.
1. At the time of request, Contractor shall provide documentation to show that he/she is in compliance with §103-55, HRS, i.e., the employees are being paid no less than the known wages of the State position listed herein. Documentation shall include the employees' payroll records and a statement that the employees' services are being engaged for this contract.
  2. At the time of bidding, the Contractor must have specified on the appropriate Offer page, the percentage of the bid price that represents labor costs. If the Contractor fails to specify the percentage, the Contractor's request for increase will not be considered.
  3. Request for increase must be made in writing to the PCB on a timely basis.
    - a. Request for increase for the initial contract period must be made as soon as practicable after the State wage agreements are made public. Approval request will be retroactive to the date of increase for State employees.

- b. Request for increase for a supplemental period of the contract must be made prior to the start of the supplement. Contractor should call the Purchasing Specialist named on the cover of this IFB to obtain the current wage information.

If the Contractor meets the above criteria in its request for contract price increase, the following formula shall be used to calculate the increase.

First Increase:  $WI = (XY) (Z) + FB$

Subsequent Increase(s):  $WI = AZ + FB$

Whereby

WI	=	Dollar amount increase in contract price per cubic yard due to an increase in State wages occurring subsequent to bid opening date;
X	=	Original contract price per cubic yard;
Y	=	Percentage of bid price per cubic yard designated by Contractor as representing labor cost;
Z	=	Percentage increase in wages paid to State employees performing similar work;
FB	=	Additional costs for those benefits required by statute, directly related to the allowed increase in wages paid to Contractor's employees;
A	=	That portion of the current contract price per cubic yard representing wages (this amount is X times Y plus any previous increase(s) in contract price per cubic yard resulting from increase in State wages).

The increase shall be reflected in either a contract modification or in the supplemental agreement issued for any extended period of the initial contract.

## **PERFORMANCE OF CONTRACT**

### **38. Authority of the DOE**

The DOE shall decide all questions which may arise as to the work performed, as to the manner of such performance, as to the interpretation of any term, condition or provision, as to the applicability and interpretation of any law, rule or regulation, policies and procedures, as to compensation, or additional reason to service, and as to any other matter which may arise under the Contract. The decision of the DOE in such matters shall be final provided that decision is not in violation of law and not arbitrary, capricious or characterized by abuse of discretion.

### **39. Quantities**

Quantities listed herein are estimated for the period specified. The actual quantities shall depend on the needs of the Department and funding availability. No guarantee to purchase the exact amounts is intended or implied. The DOE reserves the right to purchase larger or smaller quantities at the prices quoted in this solicitation. In the event the estimated requirements do not materialize in the exact quantities listed herein, such failure shall not constitute grounds for equitable adjustment under this contract.

## **PAYMENT**

### **40. Invoicing**

CONTRACTOR shall submit an **original** certified invoice, including the signed service ticket, school name, contract number and the service period (Month/Year) to:

Department of Education  
Hawaii School for the Deaf and the Blind  
3440 Leahi Street  
Honolulu, HI 96815  
Attention: Christina Alfred

Invoice shall include an itemized listing of dates of service and total price.

#### **41. Payment**

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the DOE may reject any bid submitted with a condition requiring payment within a shorter period. Further, the DOE may reject any bid submitted with a condition requiring interest payments greater than that allowed by §103-10, HRS, as amended.

The DOE will not recognize any requirement established by the Contractor and communicated to the DOE after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

The **final payment** on the contract shall be for services rendered during the billing period just prior to the contract anniversary date.

The following shall accompany the final payment invoice:

- a *Certificate of Vendor Compliance* as issued by the State Procurement Office via an online system, also referred to as "Hawaii Compliance Express". Details regarding this online application process can be viewed at: <http://vendors.ehawaii.gov/hce/>.

### **APPROVALS**

#### **40. State's General Conditions**

The Special Conditions shall serve to supplement the General Conditions; both documents remain part of the Contract with full force and effect. In the case of a conflict between the General Conditions and Special Conditions, the Special Conditions shall control to the extent necessary to resolve the conflict.

#### **41. Approvals**

Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General as to form, and is subject to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive. .

DEPARTMENT OF PERSONNEL SERVICES 8.665  
STATE OF HAWAII

.....  
Class Specifications  
for the Class:  
SECURITY OFFICER I

Duties Summary:

Patrols a regularly assigned area to enforce laws, rules and regulations for the protection and security of property and to maintain a safe environment; investigates violations, apprehends violators, issues citations, makes citizen arrests and reports unusual or irregular conditions; and performs other related duties as assigned.

Distinguishing Characteristics:

Positions in this class, after an initial orientation and training period, patrol assigned areas and enforce laws, rules and regulations for the protection and security of property and to maintain a safe environment for other workers, the public and others in the assigned area.

Positions enforce facility rules and regulations as well as general laws, respond to complaints, investigate suspicious circumstances, issue citations, detain, apprehend and/or arrest persons observed violating laws, rules and regulations; and prepare reports.

Positions in this class are uniformed and may carry firearms.

Examples of Duties:

Makes patrols, generally by motor vehicles, through assigned areas; watches for fire, trespassers or other irregularities; prevents acts of theft or vandalism; investigates suspicious persons or unusual incidents; maintains law and order on premises patrolled; checks the security of buildings, materials and equipment; responds to complaints and takes appropriate action; checks crafts or boats to determine whether they are properly secured at moorings; reports fire hazards, prevents the entry of unauthorized persons to restricted areas; takes into custody persons who violate laws, rules and regulations and detains them for military or civil police authorities and/or effectuates a citizen's arrest if necessary; serves eviction notices; directs traffic within and near parking zones in the assigned patrol area and enforces traffic rules and regulations; issues citations for violations of traffic rules and regulations; recommends changes in traffic rules and regulations when necessary; may carry and use firearms in emergencies; prepares activity and investigation reports; and may occasionally instruct or oversee the work of others.

## Knowledge and Abilities Required:

Knowledge of: The general duties of a security guard.

Ability to: Learn law enforcement techniques pertaining to the protection and security of property; methods of maintaining law and order within premises patrolled; understand and carry out oral and written instructions; explain to others and apply laws, rules and regulations; size up situations and people accurately and adopt an effective course of action; get along well with others; learn to use and care for firearms; and prepare written reports.

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